

Remarks:

Claims 3-5, 11-19, 24-25, 27, 36, 39, 41, and 45-46 remain for consideration in this application. Claims 24-25 and 27 have been amended. Claim 46 has been added as a new claim. Claims 1-2, 6-10, 20-23, 26, 28-35, 37-38, 40, and 42-44 have been canceled. These canceled claims include those that were previously withdrawn in response to a restriction requirement. Applicants reserve the right to pursue these claims in a divisional application.

Turning now to the last office action, the Examiner objected to the specification for allegedly failing to provide antecedent basis for claims 11 and 20. The specification has been amended to specifically add the language noted by the Examiner. This amendment does not introduce new matter because this language was present in the originally filed claims. It is believed this objection has been overcome.

It is noted with appreciation that the Examiner found claims 3-5, 11-19, 36, and 45 to be allowable. Claim 26 was also found to be allowable if rewritten in independent form, and, therefore, claim 26 has been canceled and rewritten in independent form as claim 46.

Of the remaining claims that have not been found to be allowable by the Examiner, claims 39 and 41 are in independent format. In paragraphs 4 and 5 of the office action, the Examiner rejected claims 20-25, 27, and 39 as being anticipated by either U.S. Patent No. 4,388,448 to Melby or EP 0 357 110 to Maters et al. The Examiner noted that, in both the Melby and Maters et al. references, R_1 and R_2 of the light attenuating compound were *indirectly* bonded to the polymer backbone, and that the "present claim language does not require that R_1 and/or R_2 of the light attenuating compound have to be directly bonded to the polymer binder or to the polymer backbone." It appears the Examiner is suggesting that the present claims would be allowable if they required R_1


and/or R₂ to be *directly* bonded to the polymer backbone. Claim 39 already contains this limitation.

It states that the "polymer binder comprises a backbone, and at least one of R₁ and R₂ of said light attenuating compound is bonded to the polymer binder backbone." Thus, claims 20-23 have been canceled, and claims 24-25 and 27 have been amended to now depend from claim 39. It is respectfully submitted, therefore, that independent claim 39 and those claims depending from claim 39 are patentable over the Maters et al. and Melby references.

In paragraph 6 of the office action, the Examiner rejected claims 41 and 42 as being anticipated by U.S. Patent No. 4,307,184 to Beretta et al. The Examiner again noted that in the Beretta et al. patent, the EWG of the light attenuating compound was *indirectly* bonded to the polymer binder, and that the claim language did not require direct bonding to the polymer binder. To overcome this rejection, claim 42 has been canceled, and amended claim 41 now recites that EWG is bonded to the polymer backbone.

It is believed that no further issues remain in this case. In view of the foregoing, a Notice of Allowance is respectfully requested. Any additional fee which is due in connection with this amendment should be applied against Deposit Account No. 19-0522.

Respectfully submitted,

By 

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